### INVOICE

### **Coalition Title Agency**

2200 Park Avenue, Suite C-100 Park City, UT 84060 O: (435) 649-4008; F: (435) 649-4026

Invoice Date: 01/09/2024

Invoice No: 2449

ATTN Heinrich Deters - hdeters@parkcity.org

Remit To:

Park City Municipal Corporation 445 Marsac Avenue PO Box 1480 Park City, UT 84060 Coalition Title Agency 2200 Park Avenue, Suite C-100 Park City, UT 84060

O: (435) 649-4008; F: (435) 649-4026

File #:

30513

Buyer:

To Be Determined

Seller:

Park City Redevelopment Agency

Title Unit:

Coalition Title Agency

Sales Price:

\$1,000.00

Item Code	Description	Amount
PR	Title Commitment	\$300.00
TOTAL		\$300.00

#### Thank You for Your Business

Property:

(PARCEL 1) - 1361 Woodside Avenue Park City, Utah 84060 (PARCEL 2) - 1323 Woodside Avenue Park City, Utah 84060 (PARCEL 3) - 1321 Woodside Avenue Park City, Utah 84060 (PARCEL 4) - 1330 Empire Avenue Park City, Utah 84060

SA-277-278-X SA-278-1-X KNUDSON-A SA-265-A-X

# Coalition Title Agency

## 2200 Park Avenue, Suite C-100 Park City, UT 84060 (435) 649-4008 PHONE (435) 649-4026 FAX (801) 531-9987 SLC

DATE:

January 09, 2024

TO:

Park City Municipal Corporation

Heinrich Deters hdeters@parkcity.org

FILE NO.:

30513

**BUYER:** 

To Be Determined

**SELLER:** 

Park City Redevelopment Agency and Park City Redevelopment Authority

Enclosed please find the preliminary title commitment for the above referenced order. Thank you for your order; we appreciate your business very much.

Should you have any questions or concerns, please do not hesitate to call us. We look forward to working with you on this transaction.

For title inquiries regarding this report, call Roger Cater roger@coalitiontitle.com at (435) 649-4008

For escrow inquiries, call

2200 Park Avenue, Suite C-100 Park City, UT 84060 (435) 649-4008 (435) 649-4026 FAX (801) 531-9987 SLC

## ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE. REPORT OF THE CONDITION OF TITLE. LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED. INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions. Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of Coalition Title Agency 2200 Park Avenue, Suite C-100 Park City, UT 84060 (435) 649-4008

Authorized Sountersignature

ORT Form 4690 6/06 Rev. 8-1-16 ALTA Commitment for Title Insurance

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

> Monroe Named Wold President

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements:
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

#### **ISSUED BY**

# **Old Republic National Title Insurance Company**

### Transaction Identification Data for reference only:

Issuing Agent:

Coalition Title Agency

Issuing Office:

2200 Park Avenue, Suite C-100, Park City, UT 84060

ALTA® Universal ID:

N/A

Loan ID Number:

N/A

Commitment Number: Issuing Office File Number:

30513 30513

Property Address:

(PARCEL 1) - 1361 Woodside Avenue, Park City, UT 84060

(PARCEL 2) - 1323 Woodside Avenue, Park City, UT 84060 (PARCEL 3) - 1321 Woodside Avenue, Park City, UT 84060

(PARCEL 4) - 1330 Empire Avenue, Park City, UT 84060

Revision Number:

1. Commitment Date: December 27, 2023 at 8:00 A.M.

2. Policy to be issued:

**Proposed Policy Amount** 

\$1,000.00

Premium: \$300.00

(a) ALTA Owner's Policy

To Be Determined

Standard

Proposed Insured:
(b) ALTA Loan Policy

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

PARK CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AS TO PARCEL 1

PARK CITY REDEVELOPMENT AGENCY, A UTAH MUNICIPAL CORPORATION, AS TO PARCELS 2 AND 3

PARK CITY REDEVELOPMENT AUTHORITY, AS TO PARCEL 4

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



ISSUED BY

# **Old Republic National Title Insurance Company**

# EXHIBIT "A" LEGAL DESCRIPTION

### Parcel 1:

That portion of Block 24, Snyder's Addition to Park City lying Westerly of Woodside Avenue, being the Senior Citizen Center parcel and being part of the property conveyed to Park City, A Municipal Corporation in that certain Special Warranty Deed recorded April 14, 1969, in Book 20 at Page 615, Summit Count Recorder's Office.

Less and excepting any portion lying within the following:

The Silver Cliff Village Condominiums

The Double Jack Condominiums

Beginning at the Southwest corner of Block 24, SNYDER'S ADDITION TO PARK CITY, thence North 54°01' East 45 feet; thence North 35°59' West 80 feet; thence South 54°01' West 45 feet; thence South 35°59' East 80 feet to the point of beginning.

Beginning at a point North 54°01' East 45.0 feet from the Southwest corner of Block 24, SNYDER'S ADDITION TO PARK CITY, and running thence North 35°59' West 80.0 feet; thence North 54°01' East 10.0 feet; thence South 35°59' East 80.0 feet; thence South 54°01' West 10.0 feet to the point of beginning.

Beginning at a point North 35°59' West along the Southwesterly line of Block 24, SNYDER'S ADDITION TO PARK CITY, 80.00 feet from the most Southerly corner of said Block 24, said corner also known as the Southwest corner of said Block 24, and running thence North 54°01' East 55.00 feet; thence North 35°59' West 26.00 feet to the Westerly most corner of the Double Jack Condominium parcel; thence North 54°01' East along the Northwesterly line of said Double Jack Condominium parcel 20.00 feet; thence North 35°59' West along the Southwesterly line of that certain parcel conveyed to David and Carol Downs by Deed recorded in Book M199, Page 268, Summit County Records, 21.267 feet; thence South 54°01' West 75.00 feet to the Southwesterly line of said Block 24; thence South 35°59' East along said Southwesterly block line 47.267 feet to the point of beginning.

Beginning at the most Southerly corner of Block 24, SNYDER'S ADDITION TO PARK CITY, said corner also known as the Southwest corner of said Block 24; and running thence North 35°59' West along the Southwesterly line of said Block 24, 125.00 feet; thence South 54°01' West 15.00 feet; thence South 35°59' East 125.00 feet; thence North 54°01' East 15.00 feet to the point of beginning.

Calhoun Street (13th Street)

(Part of Tax Serial No. SA-265-A-X)

### Parcel 2:

Beginning at a point North 54°01' East 156 feet and South 35°59'East 332 feet from the Northwest corner of Block 24, Snyder's Addition to Park City; thence South 35°59' East 60 feet; thence South 54°01' West 75 feet; thence North 35°59' West 60 feet; thence North 54°01' East 75 feet to the place of beginning.



## **ISSUED BY** Old Republic National Title Insurance Company

and

Beginning at point which is North 54°01' East 150 feet and North 35°59' West 147.28 feet from the Southwest corner of Block 24, Snyder's Addition to Park City, Utah, and running thence South 54°01' West 75 feet; thence North 35°59' West 9.22 feet; thence North 54°01' East 75 feet; thence South 35°59' East 9.22 feet to the point of beginning

and

Beginning at a point which is North 54°01' East 150 feet and North 35°59' West 156.50 feet from the Southwest corner of Block 24, Snyder's Addition to Park City, Utah and running thence South 54°01' West 69 feet; thence North 35°59' West 1.5 feet; thence North 54°01' East 69 feet; thence South 35°59' East 1.5 feet to the place of beginning.

(Tax Serial No. SA-277-278-X)

### Parcel 3:

Beginning at a point which is North 54°01' East 150 feet and North 35°59' West 106.50 feet from the Southwest corner of Block 24, Snyder's Addition to Park City, Utah and running thence South 54°01' West 75 feet; thence North 35°59' West 40.78 feet; thence North 54°01' East 75 feet; thence South 35°59' East 40.78 feet to the place of beginning.

(Tax Serial No. SA-278-1-X)

#### Parcel 4:

Lot A, Knudson Subdivision, according to the official plat thereof on file and of record, in the office of the Summit County Recorder.

(Tax Serial no. KNUDSON-A)



# ISSUED BY Old Republic National Title Insurance Company

### Requirements

File No.: 30513

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- 6. Instrument(s) in insurable form, which must be executed, delivered and duly filed for record.
- 7. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
- 8. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.
- 9. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
- 10. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
- 11. Notice to Applicant: The Land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
- 12. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$300.00.



# ISSUED BY Old Republic National Title Insurance Company

### Requirements

- 13. This Commitment is subject to approval by Old Republic National Title Insurance Company, and any additional limitations, requirements and/or exceptions made by Old Republic National Title Insurance Company.
- 14. The Title may be subject to further exceptions upon the disclosure of the identity of the buyer.
- 15. An accurate, current and complete Land Survey of the land. Upon its completion, the company may make additional requirements and exceptions.



# ISSUED BY Old Republic National Title Insurance Company

### **Exceptions**

File No.: 30513

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies
  taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result
  in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or
  by the Public Records.
- 3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 8. PARCEL 1

Taxes are not currently being assessed (Part of Tax Serial No. SA-265-A-X).

PARCEL 2

Taxes are not currently being assessed (Tax Serial No. SA-277-278-X).



#### **ISSUED BY**

## Old Republic National Title Insurance Company

### **Exceptions**

#### PARCEL 3

Taxes are not currently being assessed (Tax Serial No. SA-278-1-X).

PARCEL 4

Taxes are not currently being assessed (Serial No. KNUDSON-A).

### 9. (AFFECTS PARCEL 4)

A Deed of Trust securing an indebtedness of the amount stated therein and any other amounts payable under the terms thereof:

Dated:

**DECEMBER 18, 2013** 

Trustor:

PARK CITY REDEVELOPMENT AUTHORITY

Amount:

\$875,000.00

Trustee:

MARK D. HARRINGTON, ESQ.

Beneficiary:

MARYA, LLC, A UTAH LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS

MARYA, LTD.

Recorded:

**DECEMBER 24, 2013** 

Entry No.:

986585

Book:

2222

Page:

440

### 10. (AFFECTS PARCEL 1)

LEASE AGREEMENT, dated JULY 16, 1976, by and between PARK CITY MUNICIPAL CORPORATION, and PARK CITY SENIOR CITIZENS, INC., A UTAH NON-PROFIT, Recorded JULY 16, 1976, as Entry No. 138133, in Book M95, at Page 429, SUMMIT County Recorder's Office.

### 11. (AFFECTS PARCEL 1)

LEASE AGREEMENT, dated OCTOBER 12, 1982, by and between PARK CITY MUNICIPAL CORPORATION, and PARK CITY SENIOR CITIZENS, INC., A UTAH NON-PROFIT, Recorded NOVEMBER 23, 1982, as Entry No. 198458, in Book M240, at Page 17, SUMMIT County Recorder's Office.

- 12. Rights of Parties/Tenants in possession.
- 13. (AFFECTS PARCELS 2 AND 3)

NOTICE AND ORDER TO REPAIR, VACATE, OR DEMOISH BUILDING to Elliott Work Group Development LLC, from Ron Ivie, Park City Building Official, for 1323 Woodside Ave, Park City, UT 84060, Recorded JANUARY 29, 2009, as Entry No. 863996, in Book 1965, at Page 674, SUMMIT County Recorder's Office.

### 14. (AFFECTS PARCELS 2 AND 3)

All matters contained in that certain EXISTING CONDITIONS SURVEY, dated JUNE 5, 2007, by EVVERGREEN



# ISSUED BY Old Republic National Title Insurance Company

### **Exceptions**

ENGINEERING, INC., filed NOVEMBER 1, 2007, as File No. S-6603, in the SUMMIT County Recorder's Office.

### 15. (AFFECTS PARCEL 1)

Any discrepancies, encroachments, conflicts and matters evidencing possible easements that might be disclosed by a current survey.

### 16. (AFFECTS PARCEL 4)

Conditions, Restrictions, Easements and Notes as shown on the recorded plat.

- 17. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
- 18. (AFFECTS PARCEL 4)

Said Property is within the Park City special Improvement District 4-74, commonly known as the Lowell/Empire Special Improvement District and is subject to the Charges and Assessments thereof.

### 19. (AFFECTS PARCELS 4 AND OTHER PROPERTY)

Resolution vacating a portion of Norfolk Avenue, recorded MARCH 1, 1983, as Entry No. 202815, in Book M252, at Page 555, SUMMIT County Recorder's Office.

20. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, Summit County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, Summit County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.

- 21. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
- 22. Said property is located within the boundaries of Park City, Summit County Levy, Weber Basin Water Conservancy District, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Park City School District, Park City Water Service District and is subject to charges and assessments levied thereunder.

NOTE: THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS:

Park City

Park City Redevelopment Agency



# ISSUED BY Old Republic National Title Insurance Company

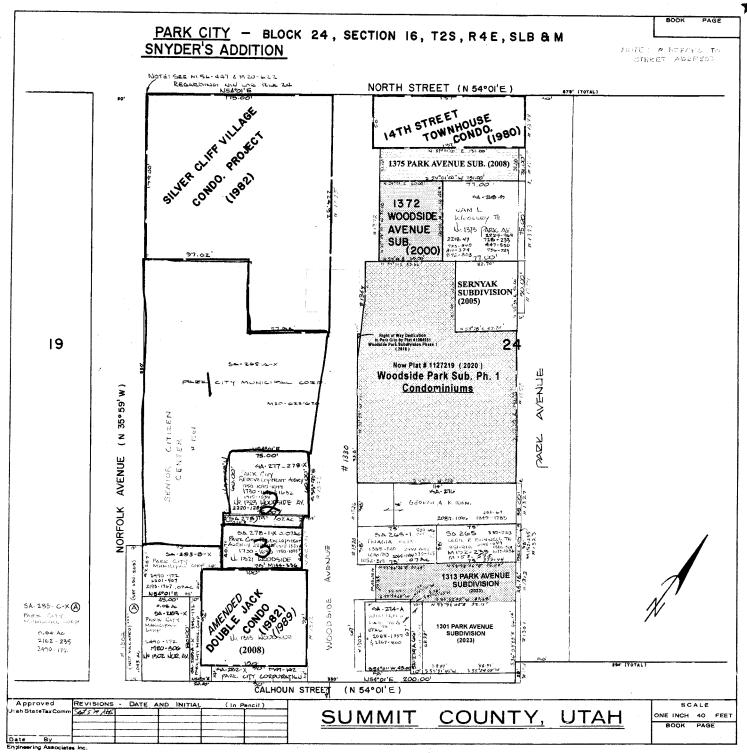
### **Exceptions**

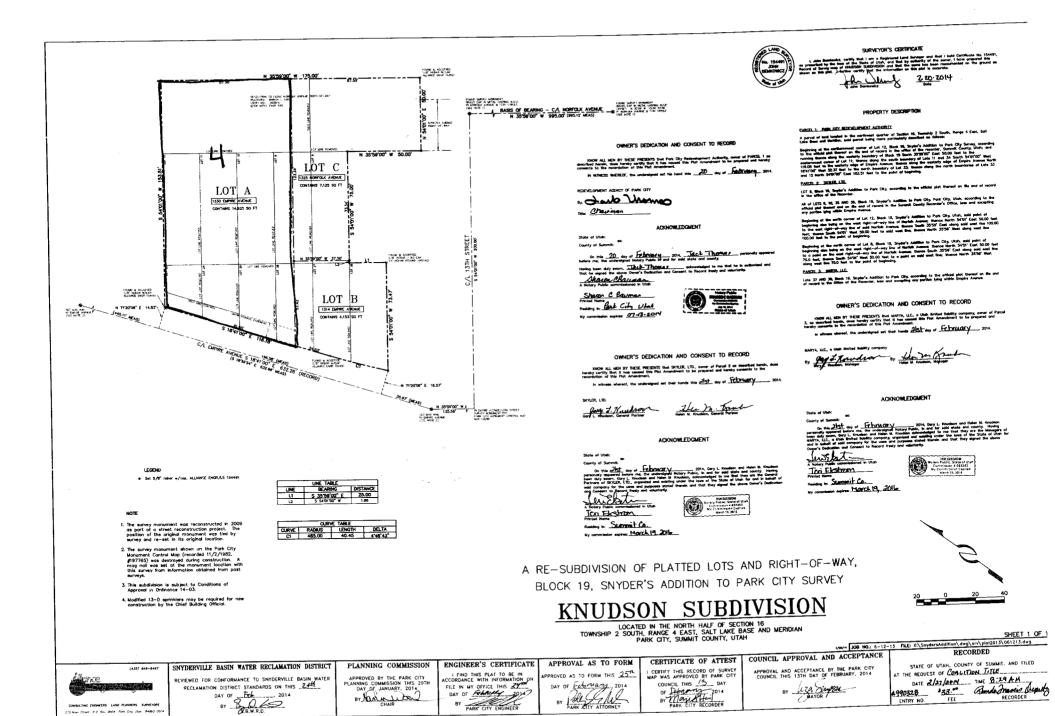
Park City Redevelopment Authority

NO UNSATISFIED JUDGMENTS HAVE BEEN FILED IN THE PAST EIGHT YEARS.

In the last twenty-four months, no deeds or conveyances affecting the vesting of said property have been recorded.







S Man Client P.O. No. 2004 Fork City Uten #4080-16

FACTS	WHAT DOES OLD REPUBLIC TITLE
	DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	<ul> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?	
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes — to offer our products and services to you	No	We don't share	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share	
For our affiliates to market to you	No	We don't share	
For non-affiliates to market to you	No	We don't share	



Go to www.oldrepublictitle.com (Contact Us)

File No.: 30513 Page 1 of 3

Who we are Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for
	a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:  Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only:  Sharing for affiliates' everyday business purposes - information about your creditworthiness  Affiliates from using your information to market to you  Sharing for non-affiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</a>

Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.		
	<ul> <li>Our offiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</li> </ul>		
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.		
	<ul> <li>Old Republic Title does not shore with non-affiliates so they can market to you</li> </ul>		
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.		
	Old Republic Title doesn't jointly market.		

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American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

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